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KEYPOINT GOVERNMENT SOLUTIONS, INC.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

DONALD LOUNIBOS, individually and  
on behalf of all others similarly situated,

Plaintiff,

v.

KEYPOINT GOVERNMENT  
SOLUTIONS, INC., a Delaware  
Corporation, and Does 1-10, inclusive,

Defendants.

Case No. 12-CV-0636 (JST)

**STIPULATION AND ~~PROPOSED~~ ORDER  
REQUESTING COURT APPROVAL OF  
SUPPLEMENTAL MAILING TO  
SETTLEMENT CLASS**

**STIPULATION**

Plaintiff Donald Lounibos (“Plaintiff”) and Defendant Keypoint Government Solutions, Inc. (“Defendant”) (collectively “the Parties”), stipulate and agree as follows:

**WHEREAS**, on February 10, 2014, the Court entered the Order Granting Motion For Preliminary Approval of Settlement; Approving Notice To The Class; Setting Dates and Procedures For Final Fairness Hearing (“Court Order”) [Docket No. 66.] The Court Order preliminarily approved the settlement and set forth certain claims procedures in the “Conclusion” section of the Court Order. Court Order, ¶¶ IV(1-7).

**WHEREAS**, paragraph IV(5) of the Court Order states, “[c]lass members shall have 60 days from the date on which claim forms are mailed to submit a completed claim form, request exclusion, file objections, or file a notice of intent to appear. The proposed notice and claim form shall be edited accordingly.”

**WHEREAS**, on March 10, 2014, the court-appointed Claims Administrator, Gilardi and Co., LLC (“Gilardi”) mailed notice and claim forms to the Settlement Class (“Notice”). The version of the Notice that was mailed to the Settlement Class on March 10, 2014, however, listed April 9, 2014, as the deadline to file both an objection and a notice of intent to appear, which is only 30 days from the date the Notice was mailed to the Settlement Class. A copy of the original Notice mailed on March 10, 2014, which includes the incorrect deadlines for Class Members to file an objection and file a notice of intent to appear, is attached hereto as Exhibit 1.

**WHEREAS**, paragraph 6.9 of the parties’ Settlement Agreement states, “[t]hirty (30) days after the initial mailing of the Notice and Claim Form, the Settlement Administrator will mail to each Settlement Class Member who has not responded with the return of a Claim Form or a request for exclusion, a postcard to remind each such Settlement Class Member to submit a Claim Form before the deadline in the form approved by the Court.”

**WHEREAS**, the parties were in the process of reviewing the proposed draft of the reminder postcard, as well as double-checking it against the Court Order and the Settlement Agreement, when the above-referenced errors in the Notice were discovered. Upon discovering these errors, and after meeting and conferring with the Claims Administrator, the parties and Claims Administrator propose to send a

letter to all Class Members, both reminding Class Members of the deadline to file Claim Forms, as well as to correct the previous incorrect dates set forth in the Notice that was mailed by the Claims Administrator on March 10, 2014. A copy of the parties' proposed "Reminder and Correction of Previous Notice of Proposed Class Action Settlement and Final Settlement Approval Hearing" is attached hereto as Exhibit 2 ("Reminder and Correction Notice").

**WHEREAS**, it is proposed that on or before April 9, 2014, the Claims Administrator will send the Reminder and Correction Notice to all Class Members, in lieu of sending the reminder postcards to those class members who have not yet returned a Claim Form. Additionally, Gilardi has agreed to stand by its quote and will conduct the claims administration for an amount not to exceed \$12,000, which will include the mailing of the Reminder and Correction Notices to all Class Members.

**IT IS HEREBY STIPULATED** by the Parties herein, through their counsel of record, as follows:

In lieu of sending the reminder postcards contemplated by paragraph 6.9 of the Settlement Agreement, on or before April 9, 2014, the Claims Administrator shall mail to all Class Members the Reminder and Correction Notice, a draft copy of which is attached hereto as Exhibit 2.

**IT IS SO STIPULATED.**

DATED: April 7, 2014

NORTH BAY LAW GROUP

\_\_\_\_\_/s/  
David S. Harris  
Attorney For Plaintiff  
DONALD LOUNIBOS

DATED: April 7, 2014

LITTLER MENDELSON

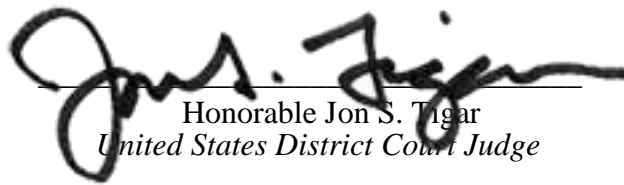
\_\_\_\_\_/s/  
Karin Cogbill  
Attorneys for Defendant  
KEYPOINT GOVERNMENT SOLUTIONS

~~[PROPOSED]~~ ORDER

The parties having so stipulated, and GOOD CAUSE APPEARING THEREFORE, IT  
IS HEREBY ORDERED that:

In lieu of sending the reminder postcards contemplated by paragraph 6.9 of the Settlement Agreement, on or before April 9, 2014, the Claims Administrator shall mail to all Class Members the Reminder and Correction Notice, a copy of which is attached hereto as Exhibit 2.

DATED: April 8, 2014



Honorable Jon S. Tigar  
*United States District Court Judge*